

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 13-175

Agenda No. \_\_\_\_\_ 10.X

Approved: \_\_\_\_\_ MAR 13 2013

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Jersey City Police Superiors Officers Association; and

**WHEREAS**, it is the desire of the Municipal Council of the City of Jersey City to approve the attached Memorandum of Agreement covering the contractual term from January 1, 2013 through December 31, 2016; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and the Jersey City Police Superiors Officers Association is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached Memorandum of Agreement.

RJK  
3/5/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSENT			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Peter M. Brennan, President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**AGREEMENT**

**Between**

**CITY OF JERSEY CITY**

**and**

**JERSEY CITY POLICE SUPERIOR OFFICERS ASSOCIATION**

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**JANUARY 1, 2013 through DECEMBER 31, 2016**

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**Prepared By:**

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**PREAMBLE**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by  
and between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New  
Jersey, hereinafter called the "City" and the **JERSEY CITY POLICE SUPERIOR  
OFFICERS ASSOCIATION, INC.**, hereinafter called the "Association.

**ARTICLE I**  
**RECOGNITION**

Section 1. The City recognizes the Association as the exclusive representative for all Superior Officers employed by the City with the Police Department from the rank of Sergeant through Inspectors, inclusive.

Section 2. The title Police Officer, when used in this Agreement, shall be defined to include all Superior Officers as noted above, the plural as well as the singular, and males as well as females, within the bargaining unit.

## **ARTICLE 2**

### **MAINTENANCE OF STANDARDS**

Section 1. All conditions of employment relating to wages, hours of work and general working conditions presently in effect which are Department-wide (universal) in nature shall be maintained, except as qualified, modified, expanded or decreased by this Agreement.

Section 2. In addition thereto, this Agreement is not intended to diminish in any way any rights granted to members of this bargaining unit by way of Federal, State or Municipal law.

Section 3. Proposed new rules or modification of existing rules governing working conditions which are discussed in this Agreement or which are referred to in this Agreement as being Department-wide (universal) in nature shall be negotiated with the duly authorized representative of the Association before they are established.

### **ARTICLE 3**

#### **ASSOCIATION PRIVILEGES**

Section 1. Authorized representatives of the Association, not to exceed three (3) in number at any time, shall be permitted to visit Police Headquarters or any Police Department facility and, with prior notice, the Office of the Director for the purpose of ascertaining whether this Agreement is being observed. This right shall be exercised reasonably. Upon entering the premises the authorized representative(s) of the Association shall notify the Unit Commander or, in his absence, his authorized representative. Association representatives shall not interfere with the normal conduct of work within the Police Department. The representatives referred to in this paragraph shall not be construed to be personnel who are scheduled to be on duty, except for special duty personnel as set forth in Section 2 below.

Section 2. The President of the Association and his designee shall be assigned to special duty utilizing flexible time arrangements on a staff schedule (otherwise referred to as "flex time") in performing their assigned PSOA duties and functions, and, except in emergencies, shall be entitled to devote full time to administering and enforcing the policies of this Agreement. At the request of the Police Director, the PSOA designee shall supply the Police Director with the hours worked over a fourteen (14) day work cycle.

Section 3. During the negotiations, Association representatives so authorized by the Association, not to exceed three (3) in number, shall be excused from their normal duties for such periods of negotiations as are mutually scheduled by the parties.

Section 4. The City agrees to grant time off, not to exceed one (1) week for any given convention or meeting, to any Employee(s) designated by the Association to attend



up to two (2) PBA, State and/or International meetings or conventions per year as provided by statute, provided that seventy-two (72) hours written notice be given to the Director of the Department by the Association. Not more than seven (7) Employees shall be granted time off at any one time for this purpose.

Section 5. One (1) member of the PSOA shall be granted the day off to attend State meetings and State legislative sessions, including legislative hearings when bills affecting the welfare of the PSOA are on the agenda. Any employee attending such meeting or Legislative session shall provide written proof of attendance upon his/her return to work.

Section 6. Employees who are officers, delegates, trustees and/or alternates of the Association, not to exceed five (5) in number, shall be excused from duty for regular and special meetings of the Association.

Section 7. The current practice with respect to the operation of the Association's office at 282 Central Avenue, Jersey City, New Jersey will be maintained, or an equal facility will be provided by the City in another Police facility.

Section 8. All Association officials will not lose their last permanent assignments for their duration of office.

Section 9. In addition to the foregoing, Police Officers, not to exceed three (3), who are elected officers, delegates, trustees and/or alternates of the Association, upon approval of the Director of Police Services, or his designee, shall be given time off to attend seminars which, in the discretion of the Director of Police Services, are of value to the Department or the Association. The request shall not be arbitrarily or unreasonably denied.

## **ARTICLE 4**

### **RETENTION OF CIVIL, RETIREMENT AND PENSION RIGHTS**

Section 1. Employees shall retain all civil rights under New Jersey law and Federal laws, consistent with their authorities and responsibilities as Police Officers, provided, however, this provision shall not be deemed to limit or modify the civil rights of such Employees as private citizens.

## ARTICLE 5

### LEAVES OF ABSENCE

#### Section 1. Six Month Leave

A. Upon request, a leave of absence without pay for up to six (6) months may be granted to any member of this bargaining unit who has been employed for a period of ninety (90) days.

B. The leave may be extended for up to an additional six (6) months.

C. Said leave and/or extension shall not be arbitrarily or unreasonably denied.

D. Prior to assuming an unpaid leave of absence status, a Police Officer shall return his badge and identification card.

E. Police Superior Officers who are on unpaid leave shall not earn vacation, or paid or compensatory holidays during the period of such leave. Employees shall receive a pro-rated portion of their annual vacation leave, paid and/or compensatory holidays based upon the number of months worked during the calendar year. Employees shall continue to execute the waiver forms currently in use in the Police Department.

#### Section 2. Funeral Leave

A. In the event of a death in the Employee's immediate family, he shall be granted time off from the day of death up to and including the day after the funeral, but not to exceed five (5) calendar days.

B. Immediate family, for purposes of this Section, shall be defined as follows: parents, spouse, child, sister, brother, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any other relative residing in the immediate household of the Police Officer.

C. One (1) day off will be granted to any Police Officer for attendance at the funeral of an aunt, uncle, niece, or nephew of the Employee or his spouse. This day will be granted for the date of the funeral service.

D. Reasonable verification of the event and familial relationship may be submitted upon request within five (5) calendar days of the Employee's return to work.

Section 3. If a Police Officer is incapacitated and unable to work because of an injury sustained in the performance of his Police duties, he or she will be entitled to injury leave with full pay during the period in which he or she is unable to perform such duties. Such leave, not to exceed one (1) year, will be determined by the Director of the Division of Medical Services and the Director of Police. Such leave will not be arbitrarily or unreasonably withheld.

A. In the event the Police Officer receives worker's compensation with regard to said injury, such temporary disability checks will be returned to the City for so long as the Police Officer remains on injury leave.

Section 4. Police Officers will be granted sick leave without loss of pay whenever they are unable to work for reasons of health, up to one (1) year for each illness, pursuant to N.J.S.A. 40A:14-137. Such leave will be determined by the Director of the Division of Medical Services and the Director of Police. Such leave will not be arbitrarily or unreasonably withheld.

Section 5. All use of injury or sick leave pursuant to this Article shall be in accordance with procedures established by General Orders of the Department. Any Employee who utilizes three (3) or less undocumented occasions of illness (defined as an illness of three (3) or less days) in any calendar year shall receive one (1) additional day of terminal leave added to his bank pursuant to Article 16.

Section 6. The rights granted to Police Officers hereunder shall not preclude the right of the City to take appropriate action to remove from the payroll Police Officers who are either on special assignment or on paid leave after no less than six (6) months from the original date of injury or leave, provided the Police Officer is permanently disabled.

## **ARTICLE 6**

### **DUES DEDUCTIONS**

Section 1. The City agrees to deduct from the salaries of its Employees subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. R.S. 52:14-15.9(e), as amended. Said monies, together with the records of any corrections, shall be transmitted to the Association office by the fifteenth (15<sup>th</sup>) of each month following the monthly pay period in which the deductions were made.

Section 2. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice prior to the effective date of such change.

Section 3. The Association will provide the necessary checkoff authorization form and deliver the signed forms to the Finance Officer.

Section 4. The Association shall indemnify, defend and hold harmless the City from any cause of action, claims, loss of damages incurred as a result of this Article.

Section 5. Pursuant to Chapter 295 of the Laws of 1977, the City will not deduct dues from the salaries of any Employees in the negotiating unit for any organization other than the Association. Further, the City agrees to terminate all existing dues deductions from unit members for organizations other than the Association on the July 1<sup>st</sup> following a request to do so by the Association.

#### **Section 6. Representation Fee**

A. Purpose of Fee. If an Employee does not become a member of the Association during any membership year (*i.e.*, from September 1<sup>st</sup> to the following August

31<sup>st</sup>) which is covered in whole or in part by this Agreement, said Employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the Employee's *per capita* cost of services rendered by the Association as majority representative.

B. Amount of Fee.

1. Notification. Prior to the beginning of each membership year, the Association will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

2. Legal Maximum. In order to adequately offset the *per capita* cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at eighty-five percent (85%) of the amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee.

1. Notification. Prior to the beginning of each membership year covered in whole or in part by this Agreement, the Association will submit to the Employer a list of those Employees who have not become members of the Association for the then current membership year. The Employer will deduct from the salaries of such Employees, in

accordance with Paragraph #2 below, the full amount as deducted to the Association.

2. Payroll Deduction Schedule. The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid:

a. Ten (10) days after the receipt of the aforesaid list by the Employer;

or

b. Thirty (30) days after the Employee begins his or her employment in a bargaining unit position, unless the Employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the Employee's employment in a bargaining unit position, whichever is later.

c. Termination of Employment. If an Employee who is required to pay a representation fee terminated his or her employment with the Employer before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question.

3. Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees of the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

4. Changes. The Association will notify the Employer in writing of any



changes in the list provided for in Paragraph #1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the City received such notice.

5. New Employees. On or about the last day each month this Agreement becomes effective, the Employer will submit to the Association a list of all Employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such Employees.

6. Indemnification. The Association will indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney fees) that will arise out of, or by reason of action taken by the City in accordance with the instructions of the Association pursuant to this Article.

## **ARTICLE 7**

### **MANAGEMENT RIGHTS**

Section 1. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of New Jersey and of the United States.

Section 2. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

## ARTICLE 9

### VACATIONS

Section 1. Annual vacations shall be granted strictly in accordance with seniority.

Section 2. Vacation periods shall begin January 1<sup>st</sup> and shall continue through the entire year, subject to the conditions of this Article. Further, on January 1<sup>st</sup>, vacation time of each Employee for the ensuing year becomes vested, except during an Employee's final year of service. During that year, if the Employee retires on or before June 30<sup>th</sup>, he or she will only be entitled to fifty percent (50%) of the year's vacation allotment. If the Employee retires on or after July 1<sup>st</sup>, he or she will be entitled to the entire year's vacation allotment.

Section 3. The vacation period shall commence January 1<sup>st</sup> and continue until December 31<sup>st</sup> of each year. The vacation allowances shall be as follows:

a. For Employees hired prior to February 17, 2003:

One Year to End of Five (5) Years - 25 Work Days

After Five (5) Years - 30 Work Days

b. For all Employees hired on or after February 17, 2003, the vacation allowance shall be as follows:

0 - 1 Year	One (1) working day per month through end of first calendar year in which appointed
2 - 4 Years	15 Working Days per year
5-7 Years	17 Working Days per year
8-14 Years	22 Working Days per year
15 - 29 Years	23 Working Days per year
Start of 30 <sup>th</sup> Year	25 Working Days per year

Current members of the PSOA who qualify for this vacation allowance will receive the proper allocation as of 1/1/13. There will be NO retroactive correction of any member's vacation allowance prior to 1/1/13.

Section 4. Vacation time off requests shall be granted according to the vacation schedule agreed upon between the City and the Association. Vacation requests shall be submitted no later than January 31<sup>st</sup>. Notification of approval shall be granted no later than March 1<sup>st</sup>. Each Employee shall receive at least fifteen (15) working days vacation during the calendar period June 15<sup>th</sup> through September 15<sup>th</sup>, which shall be considered the "summer season." Each Employee shall be entitled to use ten (10) working days vacation as time off during the summer season at his request. Each Employee shall defer the use of one (1) or more weeks (five (5) working days) of his summer season vacation. The Employee shall make written request to defer such vacation time when the yearly vacation requests are submitted as specified in this Article. The Employee shall have the right to exchange such deferred vacation time for any of the following options:

A. This option consists of exchanging summer season vacation for equivalent cash payment. Each Employee may initially request to exchange for cash one (1) week (five (5) working days) of vacation. The City agrees to fund this vacation buy-back option with at least a dollar amount equal to the aggregate dollar amount of one (1) week's pay for each member of this bargaining unit. In the event this option to exchange one (1) week for cash is not utilized by all members, the number of weeks unused will be available for members who may wish to exchange a second week of summer season vacation. If this still leaves weeks unused, any member may exchange a third week of summer season vacation for cash. In any event, if the number of weeks requested to be exchanged

exceeds the number of weeks available, seniority shall be the determining factor in which applicant receives the exchange. Payment for exchanged weeks shall be made no later than June 15<sup>th</sup> for Employees commencing summer season vacation prior to August 1<sup>st</sup>, and payment shall be no later than August 15<sup>th</sup> for vacations commencing subsequent to August 1<sup>st</sup>.

B. This option consists of exchanging one summer season week vacation (five (5) working days) for five (5) single use vacation days which are to be used at a time other than during the summer season, and must be used within that calendar year. Scheduling of single use vacation days shall be treated as compensatory time and subject to the provisions of Article 13 herein.

C. This option consists of deferring the use of any or all summer season vacation weeks to other than the summer season. Any Employee exercising this option shall, in addition to receiving the re-scheduled vacation, receive an additional compensatory day for each such week deferred, which compensatory days may be either used or accumulated as are all other compensatory days.

D. The option permits any Employee to request the restoration of the five (5) deferred summer season vacation days (one (1) week) to be taken within the summer season. Such requests shall only be granted with the approval of the Chief of Police, who, in consideration of the staffing requirements and reduction in leave time sought approximately one (1) week per unit member in the aggregate, shall not arbitrarily or unreasonably deny such requests.

E. This option consists of an Employee converting one (1) non-summer season vacation week for five (5) single use vacation days to be used at a time outside the summer season and must be used within that calendar year. Eligibility for this option shall

be that the Employee must have exercised the option in Paragraph A above (exchanging summer season vacation for equivalent cash payment). In no event shall an Employee be entitled to more than ten (10) single use vacation days in a calendar year. Scheduling of single use vacation days shall be treated as compensatory time and subject to the provisions of Article 13 herein.

F. In addition to what has been set forth above, an Employee may exchange one (1) week of vacation for five (5) single use vacation days. Scheduling of single use vacation days shall be treated as compensatory time and subject to the provisions of Article 13 herein. Any employee receiving vacation in accordance to Section 3(b) of Article 9 will not be eligible for the benefits listed in Section 4(F) of Article 9.

Section 5. A vacation book shall be established to contain all unused vacation time.

## **ARTICLE 10**

### **INSURANCE, HEALTH AND WELFARE**

Section 1. The City shall provide and maintain insurance coverage as follows:

A. Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan, or one of the HMO Plans offered at the time of the effective date of this Agreement, at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan, or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee's choosing, no later than January 1, 2011.

B. The City reserves its right to change the carrier with whom it contracts to provide these services for its employees. The level of benefits will be substantially equivalent to those provided on the date immediately preceding the effective date of any change. In the event the City decides to change insurance carriers, it will provide notice of the change to the Union and comparison of benefits at least thirty (30) days prior to the implementation of the change.

Section 2. The City will provide all Employees with all necessary legal advice and counsel in the defense of or in settlement of claims for personal injury, death, or property damage or loss arising out of or in the course of said Employees' employment with the City, and the City will pay and satisfy all judgments except punitive damages against the Employees from such claims.

Section 3. A. The City will continue to provide the currently effective dental benefit program, both open and closed dental plans. The dental benefit Cap for the open

plan is Two Thousand Dollars (\$2,000).

B. 1. The City will provide a prescription drug plan with the following co-pays that apply on a per prescription basis:

	RETAIL	MAIL ORDER
Effective May 1, 2013		
Generic Drugs	\$2.00 co-pay retail for prescription up to thirty (30) days supply	\$2.00 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$4.00 in co-pay.
Brand Drugs	\$22.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$44.00 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$44.00 in co-pay.
Effective May 1, 2014		
Generic Drugs	\$2.00 co-pay retail for prescription up to thirty (30) days supply	\$2.00 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$4.00 in co-pay.
Brand Drugs	\$23.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$46.00 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$46.00 in co-pay.
Effective May 1, 2015		
Generic Drugs	\$2.00 co-pay retail for prescription up to thirty (30) days supply	\$2.00 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$4.00 in co-pay.



Brand Drugs	\$24.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$48.00 mail order co-pay per thirty day supply prescription. (Total ninety (90) day mail order would amount to \$48.00 in co-pay.
Effective May 1, 2013 prescriptions that cost over \$1,000.00	\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1,000.00.	\$50.00 mail order co-pay per thirty day supply prescriptions that cost over \$1,000.00. (\$1,000-1,999=\$50.00 co-pay for ninety (90) day mail order; \$2,000-2,999=\$100.00 co-pay for ninety (90) day mail order; \$3,000 and up= \$150.00 co-pay for ninety (90) day mail order.

It will be mandatory for all drug that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over \$1,000 in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

2. The following describes the prohibition and special limitations for human growth hormone (HGH): HGH drugs to enhance normal functions, such as antiaging, the improvement of athletic performance, or memory enhancing, are excluded from coverage, unless medically necessary.

C. Retirees shall have an annual maximum out-of-pocket cap of \$1,355.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1355.00 in co-payments in a calendar year, that person is no longer required to pay

any prescription drug co-payments for the remainder of that calendar year. The annual maximum will automatically increase as the State Health Benefits Plan increases.

Section 4. The City will provide life insurance in the amount of Ten Thousand Dollars (\$10,000.00) and additional accidental death and dismemberment insurance in the amount of Ten Thousand Dollars (\$10,000.00) for each Employee. The City will provide Employees with a Five Thousand Dollar (\$5,000.00) life insurance policy upon regular retirement, provided this is not in conflict with State law.

Section 5. Effective January 1, 2011, each member of the bargaining unit and his or her dependents shall be reimbursed up to One-Hundred Twenty-Five Dollars (\$125.00) per year, per family member, for any optical related expenses consistent with the existing City of Jersey City optical plan. For purposes of this payments, dependent children shall be covered only up until the age of twenty-three (23).

Section 6. The benefits and protection of N.J.S.A. 40A:14-137, as amended, are to be afforded Police Officers as if set forth in full herein.

Section 7. An Employee using his own automobile (an order from the City), while on duty, shall suffer no monetary loss as a result of any accident which occurs while being on duty.

Section 8. Where the City directs an Employee to use his automobile in the line of duty on a continuous basis, the City shall pay the difference between "pleasure" rates and "business" rates for such personal automobile.

Section 9. Smoke Inhalation. In any smoke inhalation case affecting an Officer within the unit, such Officer shall be taken out of service and given a complete examination.

A. In all cases where chest pains or exposure to hazardous materials are reported by an Officer, such Officer shall immediately be taken out of service

and provided with a complete and thorough examination by the City at its expense to assure the health and safety of such Officer.

Section 10. The City and the Association agree to the continued existence of an Employees' Assistance Program. It is understood that the Employees' Assistance Program will provide for a maximum of two (2) entries into the program with a maximum duration of forty-five (45) calendar days of in-patient care for each entry. All other details of the program will be as agreed to by the Association and the City from time to time.

Section 11. The City will pay the cost of health coverage, which includes health insurance and the prescription drug plan as set forth in Section G above, for all retirees and their eligible dependents so long as the retiree has retired from the City on a disability pension or has retired from the City after twenty-five (25) or more years service credit in the Police and Fire Retirement System. The City and the Union may agree to permit a retiree who does not meet the above requirements to participate in the City's health insurance and prescription drug plan at his/her own cost.

Section 12. Each employee or retiree is responsible to notify the Office of Health Benefits immediately of any qualifying events regarding the group medical and dental plans. A qualifying event is defined as one for the following:

1. Marriage
2. Divorce
3. Birth
4. Death
5. Emancipation of Dependent
6. Adoption
7. 65<sup>th</sup> Birthday

Failure to immediately notify the Office of Health Benefits will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

## **ARTICLE 11**

### **EXCHANGE OF DAYS OFF**

Section 1. The Police Department may grant the request of any Employee of this bargaining unit to exchange or "swap" a tour of duty with another bargaining unit member, provided both Employees consent to said mutual swap.

Section 2. The Police Department may agree to an Employee's "swap" of tours without obtaining a replacement, provided the tour that is "swapped" is repaid at the City's convenience.

Section 3. Such requests shall be granted on a uniform basis with standard rules and regulations applying to all Employees of the bargaining unit making such requests.

Section 4. Such requests which are made in conformity with the rules and regulations established pursuant to Section 3 above shall not be unreasonably or arbitrarily denied.

## ARTICLE 12

### HOLIDAYS

Section 1. Each Employee of this bargaining unit shall receive fourteen (14) holidays, eight (8) of which shall be given as compensatory time and, effective January 1, 1999, six (6) of which will be paid and included into the base salaries at each step in the Salary Guides set forth in Article 21. All holidays shall be credited to the Employee on January 1<sup>st</sup> of each year. Persons working the 15 Section Patrol Schedule shall, in order to equalize the annual work obligation, receive one (1) compensatory day (a total of fifteen (15) compensatory days) allocated as nine (9) banked and six (6) paid out in cash.

Section 2. In addition to the above referenced holidays, any day that is declared a holiday by the Mayor or Council of the City shall be deemed a holiday, and all other Sections of this Article shall then pertain. Should the City declare an additional holiday for any other City employees, the members herein shall receive the full amount of additional time off.

Section 3. All staff personnel shall, in addition to the number of holidays set forth in Section 1 above, receive the following days as holidays and be entitled to the day off with no loss of pay and, if not selected to work on that day, receive another day off:

New Year's Day

July 4<sup>th</sup>

Good Friday

Labor Day

Memorial Day

Thanksgiving Day

Christmas Day

Section 4. Any Employee who retires or dies shall receive as part of terminal leave pro-rated payment for unused holidays, based upon the date of retirement or death.

Any Employee who dies or retires on or before June 30<sup>th</sup> shall receive payment for fifty percent (50%) of unused holiday pay and time for the year of retirement or death. Any Employee who retires or dies on or after July 1<sup>st</sup> shall receive payment for all unused holiday pay and time for the year of retirement or death.

## ARTICLE 13

### COMPENSATORY TIME

Section 1. It is understood that every effort will be made in accordance with the guidelines set forth below to provide Officers with the opportunity to utilize their unused compensatory time. Therefore, the following guidelines for awarding of compensatory time are adopted by the parties:

A. Requests for compensatory time off shall be made in writing by the Employee at least three (3) calendar days before the date(s) requested, including at least one (1) on duty tour. The City shall be under no obligation to grant requests under less notice.

B. Valid requests for time off shall not be arbitrarily or unreasonably denied.

C. Compensatory time may be withheld during emergencies and when manpower levels are abnormally low and there are insufficient manpower levels available through the use of overtime lists.

D. In the event that an Employee's request for compensatory time is denied, he shall be given first preference on his next request for such use.

E. Any unused compensatory time shall accumulate from year to year and shall be granted to an Employee upon his retirement.

F. An accurate record will be maintained by each Unit Commander of all compensatory time and unused vacation time due Employees under his command. A book designated as the Compensatory Time/Vacation Book will be kept in each unit for this purpose. It shall be verified annually by the Employee and his Commanding Officer, and

a copy containing the initials of both the Employee and his Commanding Officer verifying the accuracy of this book will be given to the Employee prior to January 30<sup>th</sup>.

G. The City may, with the consent of the Employee, be relieved of its obligation to grant compensatory time owed to an Employee, paying an amount in cash equivalent to the normal rate of pay for the amount of compensatory time due.

H. The City shall permit Police Officers of the bargaining unit to buy back compensatory time which they have accumulated on a system to be jointly developed by the Association and the City. The maximum annual obligation of the City under this system shall be Three Hundred Thousand Dollars (\$300,000.00) per year to this unit, which is not cumulative. Each Employee shall be entitled to an initial buy-back of no more than three (3) days. In the event there are remaining funds, there would be an additional buy-back on a single day based upon seniority, and this would repeat itself until funds are exhausted.



## ARTICLE 14

### OVERTIME

Section 1. In addition to the days off mentioned elsewhere in this Article, Employees of this bargaining unit shall be entitled to pay at overtime rates of time and one-half ( $1\frac{1}{2}$ ) for all work beyond normal working hours or beyond the normal work week.

Section 2. The City shall pay all Employees of this bargaining unit for required appearances, including but not limited to court appearances, grand jury hearings, and appearances before any public agency, at the rate of time and one-half ( $1\frac{1}{2}$ ), with a three (3) hour minimum, if such appearances are made at times other than during regularly scheduled tour of duty. Each Employee of this bargaining unit shall submit to his appropriate superior, in writing, all time spent before such public agency. An Employee may not be retained for the purpose of attaining the minimum of three (3) hours if the appearance requires less time.

Section 3. If an Employee of this bargaining unit is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time and one-half ( $1\frac{1}{2}$ ) rates.

Section 4. Superior Officers who are required to appear because of Subpoena to any day Court and who are working the Midnight tour on that day may be excused for the last four (4) hours of their tour of duty.

Section 5. In computing overtime, except under Sections 1 and 2 above, the first five (5) minutes of the first hour of overtime is not compensable if that is the only time involved. If the Employee works more than five (5) minutes, overtime shall be computed from the first minute thereof. The Employee is entitled to a full hour's pay at the overtime

rate of time and one-half ( $1\frac{1}{2}$ ) for the first hour. Thereafter, the Employee is entitled to a full hour's pay when any fraction of an hour is worked.

Section 6. Whenever an Employee is recalled to duty, he shall be entitled to a minimum of three (3) hours of overtime at time and one-half ( $1\frac{1}{2}$ ).

A. If there are no volunteers or an insufficient number of volunteers, the City, in its sole discretion, can mandate and assign one to overtime.

B. Nothing herein shall prevent a volunteer from one rank list being utilized to fill in under another rank opening, absent available volunteers of the list in need of assignment.

Section 7. To further facilitate fluctuating manpower (*i.e.*, Christmas, vacations, *etc.*) four (4) separate and distinct lists shall be used for the purposes of overtime. These lists shall be the Sergeants; Lieutenants; Captains; and Inspectors.

Section 8. The overtime list discussed above shall be composed of volunteers. They shall be rotating and, if the man at the top of the list is available (that is, he is not on duty when called), he shall report, or his name shall revert to the bottom of the list. If a man cannot report because he is already scheduled to work the same hours, then in that event he shall not lose his position on the list.

Section 9. The City will use its best efforts to pay overtime in the month following the month in which the overtime was worked.

Section 10. Where the City places an Employee of the bargaining unit on "standby," the City is to pay each Officer for a minimum of two (2) hours time computed at straight time rates. If the standby time exceeds two (2) hours in duration, payment for all such time shall be made at the time and one-half ( $1\frac{1}{2}$ ) rate.

Section 11. An Officer shall receive one-half ( $\frac{1}{2}$ ) hour additional compensation in

compensatory time for not being able to utilize a lunch break.

## **ARTICLE 15**

### **CLOTHING ALLOWANCE**

Section 1. A. Effective January 1, 2013, all members of the bargaining unit shall be provided with a sum of Six-Hundred Seventy Five Dollars (\$675.00) clothing allowance to be paid on the first regularly scheduled payroll day following the Council meeting in January.

B. Effective January 1, 2014, all members of the bargaining unit shall be provided with a sum of Three-Hundred Fifty Dollars (\$350.00) clothing allowance to be paid on the first regularly scheduled payroll day following the Council meeting in January.

## **ARTICLE 16**

### **TERMINAL LEAVE**

Section 1. Employees who retire shall be granted terminal leave upon retirement in accordance with the guidelines listed in Section 2 of this Article.

Section 2. A. Terminal leave shall be computed at a rate of five (5) calendar days for each calendar year of service for Employees hired prior to August 7, 1996.

B. Terminal leave shall be computed at a rate of three (3) calendar days for each calendar year of service for Employees hired after August 7, 1996 and a member of the PSOA prior to January 1, 2013.

C. Terminal leave shall be computed at a rate of one (1) calendar days for each calendar year of service for Employees promoted into the PSOA after January 1, 2013. At retirement, these days will be paid at their PSOA rate. All terminal leave days (as defined in Section 3) earned prior to promotions as a POBA member will be vested and paid upon retirement of the POBA rate at the time of retirement.

D. Anyone hired after January 1, 2013 will earn zero (0) days for terminal leave calculation purposes. All terminal leave days (as defined in Section 3) earned prior to promotion as a POBA member will be vested and paid upon retirement at the POBA rate of pay at the time of retirement. Also, the maximum payout for unused vacation and compensatory days accrued will not exceed member's final annual salary.

Section 3. Added to such leave shall be all compensatory time and vacation time which is owed to the retiring Employee, accumulated for in any other manner, and the entire number of days shall be known as terminal leave.

Section 4. Any Employee who dies shall be considered a retired Employee, and

the estate of the deceased shall receive the following:

- A. All accumulated compensatory time;
- B. Terminal leave in accordance with this Article;
- C. All accumulated vacation time, including full vacation allowance for the year of death.

Section 5. Section 1 of this Article shall in no way be construed to mean that that Section precludes recovery by the estate of any other benefits it may be due.

Section 6. A. All Employees who retire shall receive a mandatory cash payment in lieu of time off for the number of years of service to the City based upon either five (5) or three (3) calendar days per year of said service, depending upon date of hire. All Employees shall also receive mandatory cash payment in lieu of time off for any unused compensatory time and any unused vacation time (to maximum of time to which the Employee is entitled for his/her last two (2) years of service).

B. The following formula will be used to calculate the terminal leave: The number of years of service is multiplied by five (5) or three (3) to obtain the number of calendar days. Convert calendar days to work days by dividing the number of sections in their schedule, either fifteen (15) for line or fourteen (14) for staff, and multiplying by the number of days worked in the schedule. Add this to all unused accumulated vacation days and unused accumulated compensatory days. Through February 5, 1995, the total number of days was then multiplied by the length of the work day (8.5 hours) and the hourly rate of pay for the individual involved.

C. The City and the Association agree to the following with regard to terminal leave payments provided to the affected retirees subsumed within the PSOA unit for the 1998 calendar year and succeeding years as long as no new superseding

agreement has been bilaterally negotiated between the City and the Association with regard to the terminal leave issue as part of success contract negotiations.

(1) All staff Superior Officers who retire shall continue to have their terminal leave computed based upon the eight and one-half (8.5) hour a day formula set forth in paragraphs A and B above.

(2) All line (Patrol) Superior Officers who retire during the pertinent time period, shall receive their terminal leave payments in accordance with Arbitrator Glasson's Opinion and Award dated February 14, 2001.

(a) The terminal leave payments for line (Patrol) shall first be computed both based on eight and one-half (8.5) hour a day basis (the Police Superior Officers Association's calculation) and on an eight (8) hour a day basis (the City of Jersey City's calculation). In addition, both calculations should use the 10/15 as the multiplier.

(b) The affected line (Patrol) Superior Officers shall receive as terminal leave the terminal leave money realized by utilizing the eight (8) hour a day formula plus one-half ( $\frac{1}{2}$ ) of the difference between the eight (8) hour terminal leave computations and the eight and one-half (8.5) hour terminal leave computations.

(c) To illustrate the above, if in a hypothetical circumstance the eight and one-half (8.5) hour a day formula would result in the payment of Sixty-Two Thousand Dollars (\$62,000.00) to an affected Officer while the use of an eight (8) hour a day formula would result in the payment of Fifty-Five Thousand Dollars (\$55,000.00) in terminal leave, the affected Superior Officer will receive, in full satisfaction of his or her terminal leave claims, the amount of Fifty-Eight Thousand Five Hundred Dollars (\$58,500.00), which represents the Fifty-Five Thousand Dollars (\$55,000.00)

terminal leave calculation based on an eight (8) hour day and one-half ( $\frac{1}{2}$ ) of the difference between Sixty-Two Thousand Dollars (\$62,000.00) and Fifty-Five Thousand Dollars (\$55,000.00), *i.e.* Three Thousand Five Hundred Dollars (\$3,500.00).

Section 7. Except, however, if for any reason the City denies an Employee's vacation period during his or her last two (2) years of active service, or if for any reason relating to employment an Employee is prevented from taking a vacation period during his or her last two (2) years of active service, then and in that event the limitation placed on the City's obligation for payment of up to two (2) years vacation time as part of the terminal leave program as set forth herein shall not be applicable, and said Employee, upon retirement, shall be entitled to receive payment of all unused vacation time to which the Employee is otherwise entitled without limitation.



## **ARTICLE 17**

### **MILITARY LEAVE**

Section 1. The City hereby agrees to grant military leave for field training to employees in accordance with N.J.S.A. 38:23-1, N.J.S.A. 38A:4-4, and all applicable regulations or as otherwise provided for under Federal or State law. :

Section 2. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave.

Section 3. In the event an employee s called to active duty, the employee shall receive the difference in pay between his military pay and his regular pay for up to one-hundred eighty (180) days. The city may, at its option, extend the one-hundred eighty (180) day limit.

## **ARTICLE 18**

### **BULLETIN BOARDS**

Section 1. The Association shall be provided with bulletin boards in each Station or facility and Departmental Headquarters for the posting of Association notices or other appropriate materials. Such bulletin boards shall be identified with the name of the Association, and the Association may designate persons responsible therefor. A copy of all such notices or other materials shall at the time of its posting be sent to the Director of Police or his designee, and he shall retain the right to have such notices or other materials which are detrimental to the good order of the Department removed.

**ARTICLE 19**

**NO INDIVIDUAL EXTRA CONTRACT AGREEMENT**

Section 1. The City agrees not to enter into any agreement or contract with its Employees, as defined in Article 1, Section 1, covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

## ARTICLE 20

### GRIEVANCE PROCEDURE

Section 1. The purpose of this Grievance Procedure is to insure efficiency and promote Employee morale.

Section 2. A grievance, as defined herein, shall be as set forth in N.J.S.A. 34:13A-5.3, et seq.

Section 3. Steps of Grievance.

A. A grievance shall be discussed with the Employee(s) involved and the Association representatives with the immediate supervisor designated by the City within thirty (30) days of the alleged grievance. An answer shall be made by the end of the third working day (following date of submission) by such immediate supervisor to the Association.

B. If the grievance is not settled through Step A, the same shall be reduced to writing by the Association and submitted to the Division Commander or any person designated by him, and the answer to such grievance shall be made in writing, with a copy given to the Association, within five (5) days of its submission.

C. If the grievance is not settled by Steps A and B, then the Association shall have the right to submit such grievance to the Police Director. A written answer to said grievance shall be served upon the Employee(s) involved and the Association President or his authorized representative within seven (7) days of its submission.

D. If the grievance is not settled by Steps A, B and C, the aggrieved shall have the right to pursue all legal remedies afforded by the provisions of the Civil Service Act.

E. If the grievance is not settled by Steps A, B and C, and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Association shall have the right to submit such grievance to an Arbitrator appointed by PERC, which award shall be binding on both parties, provided such applies to a violation of the contract provisions. The costs of the Arbitrator shall be borne by the City and the Association equally.

F. Failure to comply with the time limits set forth above shall be cause for automatic recourse to the succeeding Step.

G. The Association President, or his authorized representative, may report an impending grievance to the Police Director to forestall its occurrence.

Section 4. Since adequate grievance procedures are provided in this Agreement, the Association agrees that it will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Police Department.

Section 5. Nothing herein shall prevent any Employee from processing his own grievance, provided the Association President or his authorized representative and/or the Association Attorney may be present as an observer at any hearing on the individual's grievance.

## ARTICLE 21

### SALARIES, LONGEVITY AND SERVICE DIFFERENTIAL

Section 1. A. Existing PSOA Members will receive base salaries in accordance with the following schedule.

	07/01/13	01/01/14*	01/01/15	01/01/16
Sergeant	\$112,248	\$115,427	\$118,025	\$120,326
Lieutenant	\$123,924	\$127,354	\$130,220	\$132,759
Captain	\$135,316	\$138,991	\$142,119	\$144,890
Inspector	\$143,861	\$147,720	\$151,044	\$153,989

B. Effective January 1, 2014, a one-time payment of \$750.00, added to base salary (prior to calculation) shall be paid to each bargaining unit member.

C. Employees not currently in PSOA, but promoted in after January 1, 2013, will receive base salaries in accordance with the following schedule.

	2.5% 07/01/13	2.15% 01/01/14	2.25% 01/01/15	1.95% 01/01/16
Step Sgt.				
1	\$97,929	\$100,034	\$102,285	\$104,280
2	\$104,710	\$106,961	\$109,368	\$111,501
3	\$112,248	\$115,427	\$118,024	\$120,326
Step Lt.				
1	\$118,750	\$121,303	\$124,032	\$126,451
2	\$121,250	\$123,857	\$126,644	\$129,113
3	\$123,924	\$127,354	\$130,219	\$132,759
Step Capt.				
1	\$129,250	\$132,029	\$135,000	\$137,632

2	\$132,250	\$135,093	\$138,133	\$140,827
3	\$135,316	\$138,992	\$142,119	\$144,890

Section 2. A. All Superior Officers hired to the Department as police officers before January 1, 2013, will receive longevity payments in accordance with the following schedule:

First Day of Year	% of Base Pay	Through Last Day of Year
4	2	7
8	4	11
12	6	15
16	8	19
20	10	22
23	12	24
25	14	27
28	16	Each Thereafter

B. All Superior Officers hired to the Department as police officers after January 1, 2013, will receive longevity payments in accordance with the following schedule:

First Day of Year	% of Base Pay	Through Last Day of Year
6	2	10
11	4	15
16	6	20
21	8	24
25	10	27
28	12	Each Thereafter

C. A Superior Officer who is hired up to October 31<sup>st</sup> of any year will be given full credit for the year of service retroactive to January 1<sup>st</sup> of that year. Anyone hired thereafter will receive no credit for that year, but will receive credit on January 1<sup>st</sup> following the first anniversary of the date of hire.

Section 3. The City will provide to those Superior Officers requesting same electronic transfer of their paychecks and related payments from the City of Jersey City to any financial institution covered by the Federal Deposit Insurance Corporation (F.D.I.C.) and related laws, provided that the City has the capability of doing so.

Section 4. All Superior Officers of the bargaining unit will receive their pay checks by 3:00 P.M. every other Thursday.

Section 5. The City will endeavor to deliver special checks by 3:00 P.M. on the date received in Police Headquarters.

Section 6. The City will endeavor to provide a breakdown on all checks as to what is included in the pay I said check (overtime, etc.).



## **ARTICLE 22**

### **CHANGE IN SCHEDULE**

Section 1. No change in schedule of any Employee covered by this Agreement shall be made unless such Employee is given at least seventy-two (72) hours notice prior to the time that he is regularly scheduled to work, or seventy-two (72) hours prior to the changes in reporting time, whichever is greater.

Section 2. In the event seventy-two (72) hours notice is not given, such Employee shall be paid at time and one-half (1½) for all hours less than seventy-two (72) hours notice.

Section 3. The above shall not pertain in cases of emergency.

## **ARTICLE 23**

### **MOTOR VEHICLE ALLOWANCE**

Section 1. Members of this bargaining unit who use their vehicles on a full-time basis or partial basis shall receive a stipend for the use of their vehicle based upon the current mileage reimbursement rate established by the Internal Revenue Service.

Section 2. Payments referred to in Section 1 of this Article shall be made as follows:

A. For use of their vehicle for the period from November 1<sup>st</sup> through January 31<sup>st</sup>, payment will be made in the first pay period of March.

B. For the use of their vehicle from February 1<sup>st</sup> through April 30<sup>th</sup>, payment shall be made in the first pay period of June.

C. For use of their vehicle for the period from May 1<sup>st</sup> through July 31<sup>st</sup>, payment shall be made in the first pay period of September.

D. For the use of their vehicle for the period from August 1<sup>st</sup> through October 31<sup>st</sup>, payment shall be made in the first pay period of December.

## **ARTICLE 24**

### **EXPENSES**

Section 1. Whenever an Employee is sent out of town on an assignment which involves expenses, he shall receive an advance stipend in contemplation of such expenses.

Section 2. This stipend shall equal the expected reasonable expenses that the Employee is likely to incur.

Section 3. Whenever an Employee is assigned to special schooling by the City, the City shall pay the tuition and expenses in advance.

Section 4. In the event an Employee expends more than his allotted stipend, such Employee shall be reimbursed by the City immediately upon his return to the City, and in no event later than the pay day for the next pay period.

Section 5. Such expenses shall be limited to those reasonably and necessarily expended in the carrying out of the assignment.

Section 6. The Employee shall submit receipts whenever available.

## **ARTICLE 25**

### **TUITION REIMBURSEMENT**

Section 1. The Association and the City mutually recognize the importance and advantage of higher education. Therefore, it is agreed that the City shall provide funds in accordance with the system set forth below to reimburse members of this bargaining unit for taking courses in an approved college which are part of a degree granting program. College courses for which reimbursement will be permitted are limited to Police Science, public administration, public safety, criminology, criminal justice, criminal law, sociology or a course directly related to the performance of public duties as a Law Enforcement Officer.

Section 2. For an Employee to be eligible for tuition reimbursement under the provisions of this Article, said Employee must provide the Department with a notice of intention to attend college courses not later than September 1<sup>st</sup> of the calendar year in which the Employee intends to take courses for which reimbursement is sought.

Section 3. Employees shall be entitled to reimbursement for tuition for courses taken in accordance with this Article upon submissions of evidence of successful completion and the qualification of the course as part of a degree granting program.

Section 4. There will be a PSOA unit cap on cost of this program of Twenty-Five Thousand Dollars (\$25,000.00) which will be available to Employees on the basis of seniority.

## **ARTICLE 26**

### **TEMPORARY APPOINTMENTS**

Section 1. The practice of appointing Employees to higher rank in an acting capacity is discouraged, and it is agreed that vacancies in such higher ranks shall be filled as soon as possible as provided by law.

Section 2. An Employee serving in any acting capacity shall receive the full pay of the rank in which he is acting, only after the completion of a full tour.

Section 3. The following formula shall be used to compute the number of calendar days.

A. An Officer who works a single tour shall receive credit of one (1) calendar day.

B. Additionally, an Officer who continues the assignment in the acting rank shall receive pay for the acting rank for all swings and tours on a day-for-day basis.

## **ARTICLE 27**

### **SPECIAL TRAINING**

Section 1. Special training shall be scheduled during working hours whenever possible.

Section 2. When not held during regular hours, then in that event the time and one-half (1½) overtime provisions shall apply. This Section shall not be applicable to around-the-clock situations, such as attendance at the Sea Girt Academy.

Section 3. The City shall make every attempt to upgrade the knowledge of Superior Officers in all phases of Police work. The City shall schedule in -service training on a regular basis so that these Officers will keep abreast of all changes in the techniques and policies of the Department. These programs would then allow the Superior Officers to impart this training to the Police Officers they supervise.

Section 4. Upon being appointed a Superior Officer, the Police Officer shall be given a one (1) week training period at the Academy to acquaint him with the art of supervision and all General Orders for which he will be held accountable. This period of training shall also contain an in-depth training in the Law (2c) and Constitutional Amendments, along with the Codified Laws of the City of Jersey City.

**ARTICLE 28**

**SAFETY AND HEALTH COMMITTEE**

Section 1. The City will appoint two (2) people, and the Association will appoint two (2) Police Superiors, who will constitute the "Safety and Health Committee."

Section 2. The Safety and Health Committee will be charged with the establishment and implementation of a safety program.

Section 3. The Safety and Health Committee will meet quarterly at Police Headquarters at 10:00 A.M..

## **ARTICLE 29**

### **BLOOD DONOR**

Section 1. Superior Officers who donate blood with prior approval of the Department shall be afforded two (2) eight and one-half (8½) hour recuperative tours on special assignment immediately following their donation if said eight and one-half (8½) hours are on scheduled work time. All blood donation shall be given on off-duty time, except in an emergency.

Section 2. The City will provide space for the annual blood drive. This is if space is available, and such grant will be based upon approval, which will not be unreasonably withheld.



**ARTICLE 30**

**SPECIAL AWARD**

Section 1. The Director, or his designee, and the President of the Association, or his designee, shall in each January choose a Police Superior Officer of the preceding year for an award based upon outstanding service to the community and/or Department. The recipient shall be awarded two (2) compensatory days off, above and beyond any time off received for his actions awarded previously.

## **ARTICLE 31**

### **HONORABLE MENTION AND COMMENDATIONS**

Section 1. It is the desire of the City to award in a tangible way those of its Employees who perform their duties in an exemplary fashion.

Section 2. Awards shall be as provided in the General Orders of the Department.

Section 3. The President of the Association shall designate one (1) member of the Department Awards Committee.

## **ARTICLE 32**

### **SAVINGS CLAUSE**

Section 1. Should any part of this Agreement, or any provision herein, be rendered or declared invalid by reason of any existing legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion thereof. It is further agreed that should any provisions of this Agreement be so deleted, the parties hereto shall immediately commence good-faith negotiations to arrive at a new provision to replace the deleted portion.

**ARTICLE 33**

**APPLICABLE LAWS**

Section 1     The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of New Jersey State Laws or Jersey City Municipal Laws.

## **ARTICLE 34**

### **TABLE OF ORGANIZATION**

Section 1. While it is recognized that the formation of a Table of Organization falls within the realm of management and is not a negotiable term and condition of employment, nonetheless the City agrees to periodically consult with the Association with respect to any modifications of the Table of Organization existing within the Jersey City Police Department as it affects Superior Officers.

Section 2. The staff schedule referred to in Article 8, Section 2 shall apply to those positions which operationally function on a normal work week (Monday through Friday) schedule, as well as those administrative and command positions which require same as designated on the Table of Organization.

## **ARTICLE 35**

### **DISCHARGE AND DISCIPLINE**

Section 1. No Superior Officer will be discharged or disciplined except for just cause. The question of just cause will specifically be subject to the grievance procedure of this Agreement. This paragraph shall apply to disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matters are arbitrable.

Section 2. No Superior Officer will be disciplined or called to a meeting that would result in discipline without an Association representative present.

Section 3. Disciplinary action, with the exception of verbal warning, will be presented on a "Discipline Action Form," with a copy made available to the Superior Officer.

Section 4. The City will notify the Association in writing of any discharge or suspension within three (3) days (excluding weekends and holidays) after the Superior Officer is discharged or suspended.

Section 5. If a Superior Officer is discharged or suspended, he/she may elect to proceed to arbitration or a Civil Service proceeding, but not both. This paragraph shall apply to disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matter is arbitrable.

Section 6. No hearing will take place without the Association being first notified, and the Superior Officer must be given sufficient time to receive counsel, no less than five (5) days, excluding weekends and holidays.

Section 7. There will two (2) types of hearings:

A. Formal

B. Informal

Section 8. Formal Hearings.

A. A formal hearing will be held before a tribunal of two (2) Police Superiors and an Association representative. There will be a transcript, taped or written, of all proceedings. A decision as to guilt will be rendered within one (1) hour of the close of the formal presentation.

B. The tribunal will recommend to the Director of Police a suitable punishment if found guilty.

C. The Director of Police will have the final discretion as to the penalty, which must be rendered within thirty (30) days of the close of trial.

Section 9. Informal Hearing. An informal hearing will be conducted by the Director of Police or his designee, with the Superior Officer and an Association representative present. There will be no written or taped record of the proceedings. The Superior Officer retains the right to appeal as to the extent of the sentence of Civil Service, if applicable, or an Arbitrator, but not both. This paragraph shall apply to a disciplinary action which is not reviewable to Civil Service only if a final legal determination results in a decision that such matter is arbitrable.

Section 10. Written Reprimands.

A. A written reprimand must be served upon the Superior Officer within ten (10) calendar days of the occurrence as to whom the reprimand has been given.

B. The Superior Officer will retain the right to appeal the written reprimand to the Director of Police.

C. In all cases, a Superior Officer will be allowed to respond in writing for

the record.

Section 11. Oral Reprimand. An oral reprimand will be just what it implies. There will be no written record.



## **ARTICLE 36**

### **CHANGES, SUPPLEMENTS OR ALTERATIONS**

Section 1. Any provisions of this Agreement may be changed, deleted, supplemented or altered, provided both parties mutually agree to do so in writing.

Section 2. The benefits provided in this Agreement shall accrue to those Employees in this bargaining unit.

Section 3. The City and the Association will equally share the expenses for printing three hundred fifty (350) copies of this Agreement. The Association agrees to supply the City with thirty (30) copies of this Agreement.

**ARTICLE 37**

**AMMUNITION**

Section 1. All Employees of this bargaining unit shall be issued a .38 caliber, .45 caliber or 9mm ammunition that meets the standards and recommendations of the Jersey City Police Department Firearms Training Unit.

## **ARTICLE 38**

### **FULLY BARGAINED PROVISIONS**

Section 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement, and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

## **ARTICLE 39**

### **BILL OF RIGHTS**

Section 1. Members of the Force hold a unique status as Police Officers, in that the nature of their office and employment involves the exercise of a portion of the Police powers of the Municipality.

Section 2. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contact and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Force. These questions may require investigations by Superior Officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

A. The interrogation of a member of the Force shall be at a reasonable hour, with the light of all circumstances involved, preferably when the member of the Force is on duty.

B. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Officer shall be so advised. Sufficient information to reasonably appraise the member of the allegations will be provided. If it is known that the member of the Force is being interrogated as a witness only, he will be informed at the initial contact.

C. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities: telephone calls and rest periods as are reasonably necessary.

D. The member of the Force shall not be subjected to any offensive

language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating Officer from informing the member of the possible consequences of his acts.

If a member of the Force is under arrest or likely to be (that is, if he is a suspect or the target of a criminal investigation), he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

If a member, as a result of an investigation, is being charged with a violation of the Rules and Regulations or is about to be so charged, he shall be afforded an opportunity to consult with counsel or Association representatives before any further interrogation.

Section 3. An Employee may see his personnel file upon request. If an Employee wishes to answer or supplement any material found in his personnel file, he may do so, and his written statement shall become part of the personnel file.

Section 4. An Employee's home telephone number and address shall not be disclosed to any person who is not a member of the Jersey City Police Department.

Section 5. No Police Officer will be subjected in questioning to the use of any polygraph machines, psychological stress evaluation or similar lie detector devices in internal investigations. Upon request, a Police Officer will have the right to be accompanied by counsel or any other person of the Police Officer's choosing during the entire interrogation of the Police Officer by the City.

Section 6. The City agrees to notify the Association in writing of any pending disciplinary charges or hearings involving any member(2) of the bargaining unit. Upon request, the City will provide to the Association a copy of any and all reports, orders, memoranda, or complaints relative to said charges or hearings.

## ARTICLE 40

### DEPARTMENT OF PERSONNEL CLASSIFICATION AND PROMOTION

Section 1. Promotional examinations for the next highest rank above Sergeant will be requested to the Department of Personnel every three (3) years.

Section 2. A promotional list to the next highest rank will be maintained at all times.

Section 3. Promotions will be made from the promotional list in the order of placement. In cases of ties, the City will attempt to promote all of the tied candidates, but if this remedy is impractical the City will endeavor to promote all the tied participants before the expiration of the promotional list.

Section 4. The City agrees that in the event of a recommended change in the classification of a position in the Jersey City Police Department, it will notify the Association fifteen (15) days prior to its submission to the Department of Personnel.

Section 5. Promotion to all ranks governed by this Agreement shall be made in accordance with Department of Personnel Rules and Regulations. The City shall confer with the Association on matters not specifically delineated by Department of Personnel Rules or Regulations. (In those instances when the City, according to Department of Personnel Rules and Regulations, may select the manner in which promotional tests are administered and/or the manner by which a list of candidates are ranked, the method to be selected shall be conferred upon between the City and the PSOA.).

**ARTICLE 41**

**DURATION OF AGREEMENT**

Section 1. This Agreement will be effective as of January 1, 2013 and will terminate on midnight December 31, 2016.

Section 2. Any provision of this Agreement may be changed, supplemented or altered provided both parties mutually agree.

Section 3. In the event demotions should occur during the life of this Agreement, the Association may reopen this Agreement, at its option, in accordance with N.J.S.A. 34:13A-16, et seq.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their duly authorized offices the day and year first above written.

**JERSEY CITY POLICE SUPERIOR  
OFFICERS ASSOCIATION**

Sgt. Robert J. Kean

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**CITY OF JERSEY CITY**

JD Healy  
**Business Administrator**  
**MAYOR**

**ATTEST:**

Alt Byrne  
**City Clerk**